

C O L L E C T I V E N E G O T I A T I O N S A G R E E M E N T

between the

LITTLE FALLS BOARD OF EDUCATION

and the

LITTLE FALLS ADMINISTRATORS' ASSOCIATION

* * * * *

FOR THE PERIOD

July 1, 2004 through June 30, 2007

TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>
PREAMBLE	3
ARTICLE I RECOGNITION	4
ARTICLE II ADMINISTRATORS EVALUATION	5
ARTICLE III RIGHTS OF ADMINISTRATORS	7
ARTICLE IV ASSOCIATION RIGHTS AND PRIVILEGES	8
ARTICLE V ADMINISTRATOR EMPLOYMENT AND ASSIGNMENT	9
ARTICLE VI SICK LEAVE	10
ARTICLE VII TEMPORARY LEAVES OF ABSENCE	12
ARTICLE VIII ACADEMIC RECOGNITION	13
ARTICLE IX INSURANCE PROTECTION	15
ARTICLE X GRIEVANCE PROCEDURE	16
ARTICLE XI COMPLAINT PROCEDURE	18
ARTICLE XII SALARY GUIDE	19
ARTICLE XIII METHOD OF PAYMENT	20
ARTICLE XIV DEDUCTIONS FROM SALARY	21

ARTICLE XV	
SEPARABILITY	22
ARTICLE XVI	
MANAGEMENT RIGHTS	23
ARTICLE XVII	
AGREEMENT OF THE PARTIES	24

PREAMBLE

This contract is made and entered into for the school years July 1, 2004 through June 30, 2007.

Therefore, this contract is made and entered into on July 1, 2004 and held to be agreeable in regard to benefits, salaries, terms and conditions of employment as set forth herein between the Board of Education of the Township of Little Falls and the Little Falls Administrators' Association.

Hereinafter, the "Board" will be reference to the Little Falls Board of Education, and the "Association" shall refer to the Little Falls Administrators' Association.

Hereinafter, whenever the term "he" is used in this contract it should be construed as he/she.

ARTICLE I

RECOGNITION

UNIT: The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for Elementary School Principals and Director of Special Services /T&E/ Curriculum.

The term "Administrators" when used herein in the agreement shall refer to employees represented by the Association as above defined, and shall refer only to elementary principals and to the "Director of Special Services/T&E/Curriculum."

ARTICLE II

ADMINISTRATORS EVALUATION

A. All monitoring or observation of the work performance of the administrator shall be conducted openly and with the full knowledge of the administrator. An administrator shall be given a copy of the Evaluation Report, in writing, one day before a conference with the chief administrator to discuss it.

B. No material regarding an administrator's performance shall be placed in his professional files unless the administrator has been permitted to review such material and had an opportunity to affix his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The administrator shall also have the right to submit a written answer to such materials and his answer shall be reviewed by the chief administrator and attached to the file copy. Administrators shall be evaluated only by persons certified by the New Jersey State Board of Examiners to supervise administrative personnel.

C. No complaint or derogatory material regarding an administrator shall be placed in his professional files unless the administrator has been permitted to review such material and had an opportunity to affix his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The administrator shall also have the right to submit a written answer to such materials and his answer shall be reviewed by the chief administrator and attached to the file copy.

D. All copies of written reports issued in the name of the immediate superior and based on observations or evaluations of the administrator shall be addressed to the administrator and shall be kept confidential. All administrators are encouraged to discuss the reports with their superior. No such report shall be submitted or otherwise acted upon without prior conference with the administrator who has the opportunity to affix his signature upon the report.

E. So that reports can be systematically presented, prudently planned and with advance knowledge by all administrative personnel, the following schedule will be followed for all administrative and supervisory staff members covered by this contract: At least one evaluation each school year, by the Superintendent of Schools, prior to May 15th of the contract year. The administrators, or their representative, shall be consulted in the establishment of the format and criteria used in the evaluation instrument of principals.

F. File. An administrator shall have the right, upon request, to review the contents of his personnel file (and to receive copies at employee expense of any documents contained therein).

G. Separate File. Neither the Board, nor the Superintendent shall establish any separate personal file which is not available for an administrator's review.

ARTICLE III

RIGHTS OF ADMINISTRATORS

A. The Board shall furnish the Association with all rights and privileges established by statute.

B. Required Meetings or Hearings: Whenever any administrator is required to appear before any superior, board, or any committee member, representative or agent thereof, concerning any matter which could adversely affect the continuation of that administrator in his office, position, or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such a meeting or interview and shall be entitled to have a representative of the Association or any person or persons representing him present to advise him and represent him during such meeting or interview. Nothing in this paragraph shall hinder the Board's right to have an Administrator's superior investigate any situation promptly.

C. The representatives referred to in Paragraph B, above, shall include, but not be limited to all LFAA negotiations unit members.

ARTICLE IV

ASSOCIATION RIGHTS AND PRIVILEGES

A. Administrators serving as representatives of the Association, participating during working hours in collective negotiations or formal grievance proceedings, shall suffer no loss in pay.

B. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. Such requests for use of buildings shall have the final approval of the Superintendent of Schools and/or the Board of Education.

ARTICLE V

ADMINISTRATOR EMPLOYMENT AND ASSIGNMENT

✓ A. Salary Guide Placement: Each administrator shall be placed on his proper step of the salary guide as of the beginning of the new school year.

B. Work Year: Administrators shall be required to work twelve (12) months, as required by the Board. The parties agree that compensation and other terms and conditions of employment shall be subject to negotiations, as required by the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq. Administrators shall work September 1 through June 30 each year and twenty (20) days during the summer months of July and/or August.

C. Work Hours: Effective during July 1, 1993, work hours shall be 8:00 a.m. to 4:00 p.m. year-round.

D. Lunch: Effective July 1, 1993, administrators shall be entitled to a daily duty-free lunch period of forty-five (45) minutes.

E. Travel Reimbursement: Administrators who may be regularly required to use their own automobiles in the performance of their duties shall be reimbursed at the prevailing rate that is stated in the teachers' contract providing such travel is approved by the Superintendent of Schools or his designee. In addition, such travel shall be covered for insurance purposes by Board paid for coverage in the amount of current Board protection.

F. Night Meetings: The Board will make every effort to limit night meetings for administrators to no more than ten (10) per year and to limit the hours to twenty (20) annually.

G. In-Service Training: Administrators may be required by the Superintendent to attend, on an annual basis, up to three (3) in-service training workshops/conferences in curriculum development or such other subjects as approved in advance by the Superintendent, during non-school hours. Administrators' attendance at each such workshop/conference shall not be required to exceed two (2) days. Administrators may present a request by purchase order for payment by the Board of registration fees for such workshops/conferences. Administrators' reasonable and necessary expenses incurred in connection with such workshops/conferences shall be reimbursed by the Board following presentation of an appropriate voucher by the administrator.

ARTICLE VI

SICK LEAVE

A. Sick Days

1. In the case of absence caused by sickness, full-time employees covered by this contract shall be paid their regular salaries for up to fourteen (14) working days per school year, and unused sick days shall be cumulative.

2. A statement from the Office of the Superintendent of Schools listing the number of accumulated sick days shall be given each administrator during September.

B. Retirement Compensation For Accumulated Sick Days

1. Administrators: Upon formal approval of a regular service retirement (non-deferred) by the New Jersey Division of Pensions, immediately following employment with the Little Falls School System, administrators hired shall be compensated at $1/2$ the per diem rate of pay for all sick days accumulated and unused while in the Little Falls School System. The per diem rate of pay for 12-month administrators shall be $1/240$ of the final year's salary. [The maximum benefit to be paid for accumulated sick leave under this provision shall be 30% of the administrator's final years salary should retirement take place during 2004-05; elevated to 40% should retirement take place during or at the end of 2005-06; and return to 30% should retirement take place during or at the end of 2006-07 and following contractual years.]

2. Method of Payment: Method of payment will be agreed upon; if sufficient notice is not given, the payment shall be spread out over two budget years. Sufficient notice is to be interpreted as January 1 of the retiring year or earlier.

3. Payment to Estate: In the case of the death of an employed administrator, his/her beneficiary shall receive fifty per cent (50%) of the accumulated sick time benefit accrued at the time of his/her death, not to exceed 50% of the maximum sick time they would have collected upon retirement.

4. Extension of Payment: The Board will extend the payment over a longer period of time at the request of the retiree with the guarantee that should the retiree expire before full payment be made, the estate, beneficiaries or heirs, will receive the balance of payments under the original conditions.

C. Annuity:

If a given administrator has completed twenty years of service in the Little Falls Public Schools, the Board of Education will

provide that administrator with a ten thousand dollar (\$10,000.00) annuity upon his/her retirement.

ARTICLE VII

TEMPORARY LEAVES OF ABSENCE

A. Bereavement Leave: In the case of death in the immediate family, full-time employees shall be allowed up to five (5) days of absence without deduction of pay. (Immediate family refers to husband, wife, child, sister, brother, mother, father, mother-in-law, father-in-law, grandparents, grandchildren.) In case of death of a relative of second degree, a leave of absence of two (2) days will be allowed without deduction of pay. (Relative of second degree refers to uncle, aunt, niece, nephew, and cousin.)

B. Personal Leave: Up to three (3) days non-cumulative personal leave of absence without deduction of pay per school year shall be allowed for personal reasons. The applicant for such leave shall not be required to state the reason other than he is taking it under this section. Approval for personal leaves shall be in writing three (3) school days in advance of leave. No more than one (1) administrator may utilize such days at any one time. The use of personal days at the beginning or end of the children's vacation periods or holidays are discouraged unless they are of an emergency nature. Those under emergency personal days shall not be construed as part of that number. In case of extreme emergencies, the Board will consider requests for additional days.

C. Jury Duty: Full-time employees serving jury duty shall receive full pay regardless of any jury pay received. Excused jurors are expected to report for work for the remainder of the working day.

ARTICLE VIII

ACADEMIC RECOGNITION

It is the intent of the Board to encourage professional growth by the administrative staff. To that end, the Board agrees to set aside a sum of monies to be used by the administrative team for professional growth activities as recommended by the Superintendent of Schools and approved by the Board of Education.

Such activities may include, but not limited to:

A. The cost of tuition and other reasonable expenses incurred in connection with course work at an accredited institution as approved by the Superintendent and Board.

B. Professional workshops, seminars and conferences as approved by the Superintendent and Board.

C. Other in-service training sessions the administrator is required or requested by the Superintendent or Board to take.

D. The Board shall pay for each administrator's membership in the following professional organizations:

1. Association of Supervision and Curriculum Development
2. National Association of Elementary and Secondary School Principals
- Passaic County Special Education Directors Association (Director of Special Services only.)
- Passaic County Administrators/Principals Association. ✓

E. The Board shall pay for each administrator's convention costs (registration, transportation, room and meals) for the following conventions:

1. ✓ N.J. Association of Elementary and Secondary School Principals Convention
2. ✓ N.J. Association of Supervision and Curriculum Development Convention
3. One administrator each year to the National Administrator's Convention (NAESP) and National

ASCD Convention through a formal request to and approved by the Superintendent.

The intent of such activities is to improve the administrator's professional competence in the areas of assigned responsibilities. Written approval by the Superintendent must be received prior to registering if reimbursement is sought. The Board shall only make reimbursement to personnel in the order in which they have secured approval subject to budget limitations.

Tuition reimbursement shall be made after successful completion of the course as evidenced by a grade card. Prepayment of tuition costs may be approved subject to the following:

In event of unsuccessful completion of course or courses due to academic failure as indicated by grade card, then such prepaid costs as incurred by the Board shall be repaid over a three (3) month period following report of failure in equal amounts (i.e., $1/3$ of total cost for each month of a three (3) month period).

ARTICLE IX

INSURANCE PROTECTION

- Full Health Care Coverage: The Board of Education will pay health insurance on behalf of each administrator. The program consists of a Hospitalization and Major Medical at the current cost. In addition, the Board of Education will pay 100% of the premium necessary for a family plan for those so requesting up to the limit paid for coverage in the State Health Benefits Plan. For purposes of equivalency determinations in the future should the Board change carriers, the standard shall be the benefits and coverage provided under the New Jersey State Health Benefits Plan as of April 1, 1996.
- Employees Prescription Plan: The parties agree to move to the State Health Benefits Plan. The parties agree to move to the prescription coverage offered by the Major Medical portion of the staff member's choice.
- Dental Plan Coverage: The Board of Education will pay one hundred (100%) per cent, on behalf of each employee so requesting, a Dental Plan. Policy as defined in Program III-A of the New Jersey Dental Service Plan. The Board of Education will pay one hundred (100%) per cent of the premium necessary for the full family coverage for those employees so requesting. The cap of maximum benefits in one year shall be \$1,500.

15
14

ARTICLE X
GRIEVANCE PROCEDURE

Any individual member of the Association or the Association as a group, shall have the right to appeal the application of policies and administrative decisions affecting him through administrative channels. With respect to his personal grievances, he shall be assured freedom from interference or reprisal in presenting his appeal. He shall have the right to present his own appeal, or designate representatives of the Little Falls Administrators' Association, or another person of his choosing, to appear with him, or for him, at any step of his appeal.

A. Definitions: A "Grievance" is a claim by an administrator of the Association or the Association as a group, based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting an administrator or a group of administrators.

B. Purpose: The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may, from time to time, arise affecting administrators or the Association as a group. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of procedure.

C. Procedure:

1. Any employee who has a grievance shall discuss it first with the Superintendent in an attempt to resolve the grievance informally, within ten (10) school days of the date the administrator first knew of or reasonably could have known of the occurrence of the event(s) giving rise to the grievance.

2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee, within three (3) school days, he shall set forth his complaint in writing to the Superintendent. The Superintendent shall communicate his decision to the employee in writing within three (3) school days of receipt of the written complaint.

3. The appeal of the decision must be made in writing to the Superintendent and must set forth the grounds upon which the grievance is based. The Superintendent shall confer with the concerned parties and shall attempt to resolve the matter as quickly as possible, but within a period not to exceed five (5) school days. The Superintendent shall communicate his decision in writing, along with supporting reasons, to the employee.

4. If the grievance is not settled to the satisfaction of the employee after reaching the Superintendent of Schools on appeal, the employee may refer the grievance to the Association

16
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to consider the matter. This entire period shall not exceed five (5) days from the date the employee receives the decision of the Superintendent.

5. If the grievance is not resolved to the employee's satisfaction, he may individually request a review by the Board. The request shall be submitted in writing through the Association, who shall attach all related papers and forward the request to the Board within five (5) days from the date the employee received the decision of the Superintendent. The Board, or a committee thereof, shall review the grievance and render a decision in writing within thirty (30) calendar days.

6. Any grievance not resolved to the satisfaction of the employee or the Association as a group, after review by the Board of Education shall, only at the request of the Association, be submitted to advisory arbitration.

7. The arbitrator, under advisory arbitration in the contract, shall be selected from a panel of arbitrators to be furnished on request from the N.J. State Board of Mediation. In the event a choice cannot be made, a decision on said arbitrator by the N.J. State Board of Mediation shall be binding.

8. The arbitrator shall be limited to rendering a decision solely on the issue agreed to by the parties and shall be without authority to alter, modify, add or enlarge any provisions of this collective negotiations agreement. The arbitrator shall issue a written decision setting forth his findings of fact, reasoning and conclusions within thirty (30) days of the close of the record. The arbitrator's fees shall be split equally by the parties.

ARTICLE XI

COMPLAINT PROCEDURE

A. Any complaint regarding an administrator made to any school authority by any parent, student, teacher, or other person, which does or may influence evaluation of an administrator shall be processed according to the procedure outlined in Section B. All complaints about an administrator shall be directed to that administrator, and then be processed through the Superintendent if satisfaction is not achieved.

B. The complainant will be directed to make contact with the Superintendent of Schools, who shall meet with the administrator to appraise him of the full nature of the complaint and they shall attempt to resolve the matter informally.

Step 1: In the event a complaint is unresolved to the satisfaction of all parties, the administrator may request a conference with the complainant and the Superintendent to attempt to resolve the complaint. The complaint shall be in writing, and a copy given to the administrator at least three (3) school days prior to the conference.

Step 2: If the Superintendent is unable to resolve a complaint to the satisfaction of all parties concerned, he shall forward at the request of the complainant, the administrative member or the Superintendent the results of his investigation, along with his recommendations in writing to the Board, and a copy to all parties involved. Upon receipt of the findings, and the recommendations of the Superintendent, and before action thereon, the Board shall afford the parties the opportunity to meet with the proper Board committee and show cause as to why the recommendations of the Superintendent of Schools should not be followed. Copies of the action taken by the committee of the Board shall be forwarded to all parties concerned.

ARTICLE XII

SALARY GUIDE

	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
Mr. Mead	121,529	128,820	128,820
Mrs. McNeill	95,452	100,132	105,023
Mr. Ryan	88,000	93,000	To be determined prior to 06/30/06.

97,557.12

ARTICLE XIII

METHOD OF PAYMENT

A. Pay days will be the 15th and last working day of the month. In the event that these days fall on a weekend or holiday, paychecks will be distributed the last working day prior to these dates.

B. All administrators will be paid on a twelve (12)-month basis.

C. All deductions, such as Withholding Tax, Social Security, Pension and Annuity, Hospitalization, etc., are made on a twelve (12)-month basis.

ARTICLE XIV

DEDUCTIONS FROM SALARY

A. The Board agrees to deduct from the salaries of its administrators dues for any association or combination of associations as said administrators individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (N.J.S.A. 52:14-15.9e), and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the treasurer of the Association by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations.

B. The Board agrees to deduct from the administrators' salaries money for local, state, and/or national association services and programs as said administrators individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to such association. All Administrators shall provide to the Board on an annual basis, written authorization for the deduction required by this Article, on a form to be developed by the Board's business office.

C. All individual and/or organizational requests for payroll change shall provide written sixty-day (60) pre-notification for the purpose of implementation.

D. The Association hereby agrees to indemnify, defend and save harmless the Board from any claim, suit, damages, costs and attorneys' fees or action of any nature whatsoever which may be brought at law or equity or before any administrative agency with regard to or arising from the deduction from salaries of any employee of any sum of money under the provisions of this Agreement.

ARTICLE XV

SEPARABILITY

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XVI

MANAGEMENT RIGHTS

The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of New Jersey and the United States.

ARTICLE XVII

AGREEMENT OF THE PARTIES

It is therefore agreed that the foregoing represents the terms and conditions of employment between the Board and the Association for the periods as defined.

In agreement we therefore set our hands this the ____ day of ____, 2005.

LITTLE FALLS BOARD OF EDUCATION

By: _____
Joanne Gianduso
President

Attest:

Warren S. Ceurvels, Ed.D.
Interim Bus. Admin./Board Sec.

LITTLE FALLS ADMINISTRATORS'
ASSOCIATION

By: _____
Raymond J. Mead
President

Attest:
